CITY OF CANTON- REVISED2

9/26/2016 5:21PM

Detroit 2BK Oct15-Nov15 C-DMA Nielsen Live+7

SPOTLIGHT SPOTLIGHT

Client:
Buyer:
Advertiser:
Product
Sched Dates: 09/26/16 - 11/13/16

Lengths: 30 Dayparts: PS

\$4,422.00	60		Grand Totals	0						
\$612.00	30		Totals							
\$39.00 \$69.00 \$69.00 \$39.00 \$60.00	ω ω ω ω ω ω	\$13.00 \$23.00 \$23.00 \$13.00 \$23.00 \$20.00		00000	30 30 30	11/2/16 11/2/16 11/3/16 11/3/16 11/7/16 11/7/16 11/8/16	11/2/16 11/2/16 11/3/16 11/7/16 11/7/16 11/7/16 11/8/16	FXNC FXNC FXNC FXNC FXNC	W 4p-7p W 7p-12m Th 7p-12m M 4p-7p M 7p-12m M 7p-12m Tu 5a-9a	FXNG NEWS
\$69.00 \$69.00 \$69.00 \$60.00	ယယယ	\$23.00 \$23.00 \$23.00 \$23.00		0000	30	11/2/16 11/3/16 11/7/16 11/7/16	11/2/16 11/3/16 11/7/16 11/7/16	CNN CNN CNN N	W 7p-12m Th 7p-12m M 7p-12m Tu 5a-9a	Q CNN
\$3,810.00	30		Totals						U-verse	4064, Canton-Westind MI U-verse
\$540.00 \$423.00 \$540.00 \$423.00 \$423.00 \$540.00 \$432.00	ω ω ω ω ω ω	\$180.00 \$141.00 \$180.00 \$180.00 \$141.00 \$180.00 \$144.00		00000	33333	11/2/16 11/2/16 11/3/16 11/7/16 11/7/16 11/7/16 11/8/16	11/2/16 11/2/16 11/3/16 11/7/16 11/7/16 11/8/16	FXNC FXNC FXNC FXNC FXNC	W 7p-12m W 4p-7p Th 7p-12m M 4p-7p M 7p-12m M 7p-12m Tu 5a-9a	FXNC NEWS
\$240.00 \$240.00 \$240.00 \$192.00	ယယယ	\$80.00 \$80.00 \$80.00 \$64.00		0000	30	11/2/16 11/3/16 11/7/16 11/7/16 11/8/16	11/2/16 11/3/16 11/7/16 11/7/16	CUNN CUNN CONN CONN	W 7p-12m Th 7p-12m M 7p-12m Tu 5a-9a	CNN
Cost	Total Units	Rate	Active Weeks	Avg Units/Wk	Unit Dur	End Date	Start Date	Program	Daypart	Network 4985, Canton

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Adjustments: Network Insertability and Network Carriage have been factored into calculations. Detroit 2BK Oct15-Nov15 C-DMA Nielsen Live+7

Advertiser Terms and Conditions

The following are the terms and conditions (the "Terms and Conditions") on which Comcast Spotlight, LP ("Comcast") or Comcast Affiliates (defined below) will distribute advertisements ("Ad(s)") via linear spot cable ("Spot Cable") which may include interactive overlays or functionality, video on demand ("VOD"), and/or websites that Comcast or Comcast Affiliates own, operate, host, or distribute ads on ("Covered Sites") pursuant to one or more insertion orders (cach, an "IO") that the parties may negotiate from time-to-time. As used herein, the term "Contract" shall mean these Terms and Conditions, together with any IO, and "Comcast Affiliates" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Comcast, excluding NBCUniversal Media, LLC.

(a) Each IO shall specify the (i) name of the organization/company/person on whose behalf Ads are being purchased (the "Advertiser"), (ii) in the event the person or entity signing the IO is an advertising agency or other representative for the Advertiser (the "Ad Representative"), the relationship between the Advertiser and such Ad Representative; (iii) the types and quantity of inventory being purchased or delivered; (iv) rates; (v) campaign start date(s) and end date(s); and (vi) networks of distribution display of the first Ads will appear. (b) An IO will be deemed binding only upon (i) signature by both parties or (ii) in the case of an IO signed only by Advertiser, the 2. BILLING AND PAYMENTS

(a) Comcast will bill Advertiser monthly, using the standard broadcast month subject to Section 4. (b) Invoices shall contain information with regard to the product type, quantity, length, rate, network and any additional identification, including codes provided by Advertiser and reasonably acceptable to Comcast. Additional charges other than for distribution of Ads may be itemized on a separate invoice. (c) Payment shall be made in advance of the distribution date, unless credit arrangements acceptable to Comcast have previously been made in writing, in which event payment shall be made no later than 30 days after Advertiser's receipt of invoice. (d) Upon Advertiser's request, affidavits for Spot Cable shall state dates and times taken from the official log maintained by Comcast. Such excerpts from the official log shall be the affidavits of performance and the definitive proof of performance. (e) Advertiser agrees to pay all amounts payable under this Contract. Amounts not timely paid as required by this Contract shall be considered delinquent and shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) until paid in full. In the event Advertiser fails to make such payments, Advertiser and/or Ad Representative, will be jointly and severally liable for all amounts owed and reasonable expenses (including legal fees and other costs) incurred by Comeast in collecting such amounts.

3. REJECTION AND TERMINATION

(a) Comcast reserves the right to reject, cancel, or suspend any Ad or IO at any time, for any reason whatsoever. Comcast reserves the right to immediately cancel this Contract at any time upon notice, whether oral or in writing, (i) upon default by Advertiser in the payment of invoices, (ii) for any other material breach of the terms hereof, (iii) if Comcast determines that Ad(s) or Ad Materials fail to meet Comcast, network, or carrier content guidelines, (iv) if Ad(s) or Ad Materials violate any domestic and mematerial tederal, state or local law, rule or regulation ("Laws") or (y) if Ad(s) or Ad Materials contain material that violates the rights of a third party. Upon cancellation, Ads of 60 seconds: or less duration upon 14 days prior written notice to Comcast, effective no earlier than 14 days after the commencement of distribution of Ads under this 28 days after the first date of distribution under this Contract. Advertiser may cancel the distribution of Ads under this 28 days after the formcast is in material breach of its obligations hereunder and fails to cure such breach within 10 days prior written notice to Comcast, effective no earlier than 14 days after the commencement of distribution of Ads on YOD. Idude, or an interactive platform upon 14 days prior written notice to Comcast, effective no earlier than 14 days after the commencement of distribution under this Contract. Advertiser may cancel the distribution of Ads on YOD. Idude, or an interactive platform upon 14 days prior written notice to Comcast, effective no earlier than 15 days after the commencement of distribution of Ads on YOD. Idude, or an interactive platform upon 14 days prior written notice to Comcast, effective no earlier than 16 days of Advertiser may cancel the distribution of Ads on YOD. Idude, or an interactive platform upon 14 days prior written notice to specific breaches. This paragraph notwithstanding, Advertiser may not cancel an 10 days of Advertiser's written notice, except as otherwise date of its distribution of Ads

(a) Unless otherwise noted on the 1O, Advertiser shall provide all materials for Ads, including without limitation artwork, copy, active URLs, and scheduling instructions ("Ad Materials") to Conneast in compliance with generally accepted standards of good practice and in accordance with specifications required by Conneast. Conneast reserves the modified, altered, edit, digitized, edit, edit, alter, efformat, reclassify, modify, and/or compress the Ad Materials and to transmit such Ad Materials in their edited, digitized advertiser, shall pay all expenses incurred in connection with the delivery of Ad Materials to Conneast. EID Ads may lose information displayed in the edges of a Ad. is otherwise requested by Advertiser. If Advertiser fails to deliver Ad Materials to Conneast, and with the return to Advertiser, such return is directed on the 1O or reasonable efforts to distribute Ads despite late delivery, but shall not be liable for the failure to distribute Ads. Notwithstanding the foregoing, if Advertiser are may be Advertiser, including but not limited to, the 1O. (b) Notwithstanding anything in this Contract to the contrary, Ad Materials to Conneast by the respective deadline set by the relevant Conneast market. Conneast will use reject or withdraw Ad Materials submitted by Advertiser, including but not limited to, the right to reject or withdraw for unsatisfactory technical quality, objectionable or information. The properties of the time reserved on the 1O. (c) Regarding Covered Sites, if a third party Ad Serveries of unlawful collection or use of personally identifiable hird party at serving system, it being agreed and acknowledged that the traffic and unpressions for such specifically identified in an 1O, Advertiser may serve Ads through such the scheduled display stop date. A campaign is considered fully delivered in impressions for such specified display period is reached prior to the end of that Solon and specified display period is reached prior to the end of that should be applicable scheduled disp

Comcast reserves the right to increase its rates at any time. (b) Advertiser may contract for distribution of Ads of various lengths subject to Comcast's rate card and only the prior Comcast approval. (c) Spot Cable Ads contracted for distribution on an interconnect basis will be billed after such Ads have been distributed to 90% of the subscribers within the applicable. Ads distributed on other billed no later than the end of the month following the month in which

service provided to Advertiser by Comeast or Comeast Affiliance. (e) Conneast may invoice Ads distributed on interactive platforms based on performance data ("Performance Data") provided by a third party, as specified in the IO. Comeast specifically disclaims and makes no representations or warranties of any kind, express or implied regarding the Performance regardless of whether or not the applicable campaign has completed. To the extent that incremental costs become due with respect to text message Ads sold at a flat or package rate (prepaid), such incremental charges will be billed during the month in which such costs are due. (d) Advenser will pay all non-recoverable out-of pocket costs expenses incurred in connection with any Ads, promotion, contest, sweepstakes or other

(a) If Concast fails to distribute Cable Spot or VOD Ad(s) as specified on an IO, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical or electronic breakdowns, or any reason other than Advertiser's failure to deliver Ad Materials by respective deadline ("Force Majeure Event"), Comcast shall, in its sole discretion, offer Advertiser (i) comparable commercial announcement time on a substitute basis, or (ii) a reduction in the time charges equal to the amount of money proportionally assignable to such Ads not distributed. (b) If Comcast fails to distribute Ads on Covered Sites as specified on an IO, due a Force Majeure Event, Comcast shall, in its sole discretion, offer Advertiser a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase.
7. INTERACTIVE PLATFORMS

In connection with customers and potential customers obtained by means of Ads on interactive platforms, Advertiser will (a) use the contact information provided by Concast's customers solely for the purposes of providing such customers with communications they have specifically opted-in to receive, provided, that when a customer is given the option to opt-in, Advertiser shall (i) clearly inform the customer regarding the uses to which such contact information shall be made and (ii) make reasonably available to such customer the privacy policies to which such information shall be subject; (b) not disclose, sell or share any personally-identifiable customer information to any; (c) ensure that any customer who requests a "do not call" "do not email" or equivalent listing is immediately removed from all call or email lists and follow-ups; (f) case environment and otherwise be respectful and protective of customer privacy in all respects; (h) not contact data securely and keep all contact data in a secure prerecorded message, (i) make any required disclosures of costs that may be incurred by customers who receive text messages or calls to mobile phones, and (j) comply with promotion of or by any party other than Advertiser that customer has expressly requested to be sent such communications and (B) shall not include any advertisement, sponsorship or approval of Comcast, Nothing in the foregoing shall prevent Advertiser and customers who thave independently contacted Advertiser number of impressions, interactions, and other information gathered under an IO on an aggregated an anonymous basis (i.e. that does not identify Advertiser.)

(a) Advertiser shall indemnify, defend and hold Comcast and Comcast Affiliates harmless from and against any and all claims, suits, actions, damages, liabilities, judgments, losses, assessments, interest charges, penalties, costs and expenses (including, attorney's fees and disbursements) arising out of or relating to (i) the creation or production of the Ads provided and/or authorized by Advertiser; (ii) the distribution of the Ads and the products and services they advertise, (iii) the Ad Materials provided by Advertiser, and Materials provided by Advertiser and Ad Representative shall be jointly and severally liable for all indemnification obligations in favor of Comcast. The foregoing representations, remedies available to Advertiser for a breach of this Contract, for any claims arising out of the negotiation or performance of this Contract to the distribution of the Ads provided by Advertiser shall be (i) substitute distribution of Ads or program material; or (ii) a refund of amounts paid by Advertiser for the unfulfilled portion of this Contract.

in the sole discretion of Comcast.

IN NO EVENT SHALL COMCAST OR COMCAST AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.

(a) Advertiser represents and warrants that (i) Advertiser has the right to enter into this Contract or Ad Representative has the power and all authorizations necessary to conclude this Contract for and on behalf of the Advertiser; (ii) Advertiser has all necessary licenses and clearances to use the content contained in Ads and Ads do not violate any federal or state law, statute, or regulation; (iii) Advertiser has all necessary licenses and clearances to use the content contained in Ads and Ads do not violate interest, or that Advertiser has written permission, to make use of the name, logos and trademarks of the entity under which Advertiser advertises and does business; (v) in its campaigns, and that all product information it provides is truthful, accurate, and complete, and is not misleading in any way; (vi) any (A) data provided by Advertiser, rights of any third parties, and (B) the collection or use of data arising from the advertisement is done in compliance with Advertiser's privacy policy, applicable Law and any Advertiser shall not use Comcast's short code or keywords except as permitted by Conneast in connection with the applicable D; (ix) all Ads are free of viruses, bombs, bots and other contents that may be applicable and connection with the applicable D; (ix) all Ads are free of viruses, bombs, bots and other contents and contents and contents and connection with the applicable D; (ix) all Ads are free of viruses, bombs, bots and contents and contents and contents and contents and contents and contents and connection with the applicable D; (ix) all Ads are free of viruses, bombs, bots and contents and other computer routines that may damage or expropriate any Comcast data or system; (x) neither Advertiser nor Ad Representative shall use or retain any data collected through the Covered Sites or interactive platforms or otherwise received from Comcast except as necessary for delivery (for clarification, the foregoing precludes, among other things, Advertiser from re-targeting or remarketing covered site users on other websites); (xi) Advertiser shall not use the Ads to place any Flash local shared objects or other types of client-side storage on the computer of a covered site user, except for HTTP cookies, and (xii) Advertiser shall comply with all Laws in connection with its receipt and limitation, any warranties of merchantability, fitness for a particular purpose, or other warranties arising by usage of trade, course of dealings, or course of performance. Without limiting the foregoing, comeast specifically disclaims any warranties relating to the effectiveness of any Ads distributed pursuant to this Contract and do not guarantee any financial benefits to Advertiser by virtue of distributing Advertiser's Ads, and all reports and data provided by Comcast hereunder or pursuant to any IO are provided 'as-is'

without any warranties or representations of any kind. Comcast does not warrant or guarantee customer response rates or the ability to convert responses into sales. Comcast does not warrant or guarantee the profile or demographics of a respondent.

10. CONFIDENTIAL INFORMATION

Comeast and Advertiser each agree to take commercially reasonable steps to protect all "Confidential or Proprietary Information" provided by one party to the other or obtained in the performance of this Contract, and not to publish or disclose the other party's Confidential or Proprietary Information to any third party without the other's written permission. Advertiser will identify its Confidential or Proprietary Information shall include all information that Advertiser should reasonably understand because of legends or other markings, the circumstances of disclosure. One has the Confidential and Proprietary and confidential to the disclosing party regardless of whether such information is marked "Confidential." Comeast and Advertiser both Proprietary Information only to its employees, agencies and other representatives requiring such knowledge and use in the ordinary course and scope of their jobs. However, the receiving party may use or disclose information that is or becomes publicly available through no act of the receiving party, is already lawfully in its possession, is required to be disclosed by law, is independently developed by it, or is lawfully obtained from third parties. Advertiser shall not issue any press releases relating to this Contract comeast's released standard from third parties. Advertiser numbers or amounts, and all response rates and other receives PII from or about Comeast's subscribers, respondents to information which parties. Advertiser numbers or amounts, and all response rates and other reserving party data (including that data contained in any reports provided by Comeast) and used pursuant to this paragraph. To the extent Advertiser numbers, and all response rates and other respondents to information was obtained. As between Comeast and the Advertiser, and PIPI and VOD enabled subscribers are and shall remain the exclusive property portograph provided by Conreast) and used pursuant to an IQ, or gathered or collected during delivery of an Advertiser shall not retain, use, or dis

GENERAL; DISCLAIMERS

(a) Concast so hills paidons hereunder are subject to all Laws and applicable network and carrier guidelines, now enforced or hereafter enacted. (b) This Contract, including the rights under it, may not be resold, assigned or transferred by Advertiser without first obtaining the written consent of Concast; nor may Concast be required to distribute he Ads hereunder for the benefit of any advertisers other than the party named on the IO. Any resale, assignment or transfer prohibited between the health of any advertiser other than the party named on the IO. Any resale, assignment or transfer prohibited hereunder; shall be mill and void. Failure of Concast will not accept on the provision for the provision and provision and provision for the provision propried for the provision for the provision and provision for the provision propried for the provision for the provis marketing materials.